

Document Number

Document Title

State of Wisconsin
Department of Natural Resources
PO Box 7921
Madison, Wisconsin 53707-7921

Targeted Runoff Management
Grant Program

Cost-Share Agreement

Form 3400-069 (9/03)

Page 1 of 5

Notice

This form is authorized by s. 281.65, Wis. Stats., and chs. NR 153 and NR 154, Wis. Adm. Code. Completion of this form is mandatory. Failure to submit a completed form to the Department of Natural Resources will result in the denial of cost-share funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Grant Information

Governmental Unit (Grantee Name)

CSA Number

Chippewa County

YR106

Grant Number

TRC-LC19-09000-07A

Project Name

Paint Creek Riparian Buffers

Name of Landowner/Operator (Last, First, M.I.)

Phillips, Brian & Jeanine

Street Address

3723 Sundet Road

City

Eau Claire

State

WI

ZIP Code

54703

Property Information

Name of Landowner(s) (if not Operator) (Last, First, M.I.)

Phillips, Brian & Jeanine

Street Address

3723 Sundet Road

City

Eau Claire

State

WI

ZIP Code

54703

Legal Description of Property - Contiguous sites under the same ownership: (add additional sheets if necessary)

See Attachment A.

Site Locator for Construction Projects

County	Township	Range E / W	Section	Quarter/Quarter (e.g., NW 1/4 of the NE 1/4)
Chippewa	T28 N	R07W	29	NW 1/4 of the NE 1/4; SW 1/4 of the NE 1/4
	N			
	N			
	N			

Agreement

The property described above is enrolled in the Targeted Runoff Management Grant Program. Cost-share funds are provided to the landowner/ operator in return for the installation, operation and maintenance of best management practices (BMPs) designed to enhance water quality (see s. 281.65, Wis. Stats., and chs. NR 153 and NR 154, Wis. Adm. Code). This agreement commits the landowner/operator, their heirs, successors and assigns to fulfill the cost-share agreement until a satisfaction or release is filed by the governmental unit (grantee). (See s. NR 153.22(11), Wis. Adm. Code, for recording requirement with the County Register of Deeds.)

Addenda which describe the BMPs, costs, installation schedule, and conditions are hereby incorporated into this agreement and are on file with the governmental unit (grantee) and the Wisconsin DNR regional office. The Governmental Unit (grantee) may include special conditions in this document by creating Addendum 3.

This document was drafted by the Wisconsin Department of Natural Resources.

Recording Area

For more information, call or contact:

Chippewa County
Land Conservation Department
711 N Bridge Street
Chippewa Falls, WI 54729

Targeted Runoff Management Grant Program
Cost-Share Agreement
 Form 3400-069 (9/03)

Page 2 of 5

Landowner/OperatorSigned this 15th day of June, 20 07.


Signature of Landowner/Operator

Brian Phillips

Typed Name of Landowner/Operator


Jeanine Phillips

Typed Name of Landowner/Operator

STATE OF WISCONSIN

Chippewa CountyPersonally came before me this 15th day of June, 20 07.
) ss. the above named Brian and Jeanine Phillips
) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.
)



Signature of Notary Public

Jane Tetzloff-Jensen

Typed Name of Notary Public

Notary Public Chippewa County, WisconsinMy commission (is permanent) (expires 6-27-2010).**Landowners (if not operator)**

If landowner section is not completed, check (X) one or both of the following that apply:

- ☐ Landowner is also the operator
- ☐ Cost-share agreement contains only high residue management, nutrient management, pesticide management, cropland protection cover (green manure)

Signed this _____ day of _____, 20 ____.

Signature of Landowner (if not operator)

Signature of Landowner (if not operator)

Typed Name of Landowner (if not operator)

Typed Name of Landowner (if not operator)

STATE OF WISCONSIN

County

Personally came before me this _____ day of _____, 20 ____.

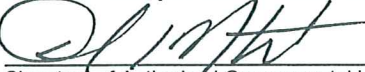
) ss. the above named _____
) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.
)

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

Governmental Unit (grantee)Signed this 18th day of JUNE, 20 07.


Signature of Authorized Governmental Unit Representative (grantee)

Dan Masterpole

Typed Name of Authorized Governmental Unit Representative (grantee)

STATE OF WISCONSIN

Chippewa CountyPersonally came before me this 18th day of June, 20 07.
) ss. the above named Dan Masterpole
) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.
)



Signature of Notary Public

Jane Tetzloff-Jensen

Typed Name of Notary Public

Notary Public Chippewa County, WisconsinMy commission (is permanent) (expires 6-27-2010).

Other Signer – Specify title or relationship: _____

Signed this _____ day of _____, 20 ____.

Signature _____

Signature _____

Typed Name _____

Typed Name _____

STATE OF WISCONSIN)

)

Personally came before me this _____ day of _____, 20 ____.

_____ County)

)ss.

the above named _____

)

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

)

Signature of Notary Public _____

Typed Name of Notary Public _____

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

Other Signer – Specify title or relationship: _____

Signed this _____ day of _____, 20 ____.

Signature _____

Signature _____

Typed Name _____

Typed Name _____

STATE OF WISCONSIN)

)

Personally came before me this _____ day of _____, 20 ____.

_____ County)

)ss.

the above named _____

)

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

)

Signature of Notary Public _____

Typed Name of Notary Public _____

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

Other Signer – Specify title or relationship: _____

Signed this _____ day of _____, 20 ____.

Signature _____

Signature _____

Typed Name _____

Typed Name _____

STATE OF WISCONSIN)

)

Personally came before me this _____ day of _____, 20 ____.

_____ County)

)ss.

the above named _____

)

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

)

Signature of Notary Public _____

Typed Name of Notary Public _____

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

Cost-Share Agreement**Addendum 1 – Terms of the Cost-Share Agreement****Section A – General Requirements**

- A 1. This agreement is subject to the provisions of s. 281.65, Wis. Stats., and chs. NR 153 and NR 154, Wis. Adm. Code.
- A 2. This agreement is effective from the date signed by all parties through the end date of all operation and maintenance periods.
- A 3. The parties to this agreement may not discriminate against any contractor hired to fulfill any responsibility under this agreement because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin.
- A 4. The state cost-share rate for each BMP listed in Addendum 2 of this agreement is based on the eligible costs actually incurred and substantiated, subject to cost containment procedures in chs. NR 153 and NR 154, Wis. Adm. Code.
- A 5. This agreement may be amended by mutual agreement of either party, so long as the agreement has not yet expired.
- A 6. If a significant archeological or historical site is found, construction is to cease immediately and the BMP will be relocated, redesigned, or deleted to prevent damage to the archeological or historical site. The BMP may be deleted only if approved in writing by the Department of Natural Resources.
- A 7. Any loss of cost sharing that results from a cost-share recipient's failure to abide by the conditions of this agreement, or that results from a landowner's voluntary partial or full release from this agreement, shall not invalidate a determination made under s. NR 151.09 or 151.095, Wis. Adm. Code, that cost-sharing has been made available to comply with performance standards or prohibitions.

Section B – Landowner/Operator Shall:

- B 1. Design, install, operate and maintain BMPs listed in Addendum 2 of this agreement according to the specifications identified in chs. NR 153 and NR 154, Wis. Adm. Code, and as identified in the grant agreement between the governmental unit (grantee) and the Department of Natural Resources, which provides cost-sharing funds for this project.
- B 2. Operate and maintain each BMP for a minimum of 10 years, except when payment is made for riparian buffers and grassed waterways under s. NR 154.03(1)(i)3, Wis. Adm. Code, then the operation and maintenance period shall be a minimum of 15 years. When not required as a component of another BMP, the following BMPs are exempt from the 10-year operation and maintenance period requirement and only need to be maintained during the years for which cost sharing is received:
- High residue management
 - Cropland protection cover (green manure)
 - Nutrient management
 - Pesticide management
- B 3. Allow access to the installed BMP by the governmental unit (grantee), the Department of Natural Resources and the Department of Agriculture, Trade and Consumer Protection for site inspection of the BMP for installation, operation and maintenance.
- B 4. Pay for the full cost of BMPs installed under this agreement, then seek reimbursement from the governmental unit (grantee). The landowner/operator shall repay to the governmental unit (grantee) cost sharing related to the installation of one or more BMPs if any term of this agreement is not fulfilled, including any of the following:
- a. Failure to install, operate or maintain a BMP in accordance with the terms of this agreement and s. 281.65, Wis. Stats., and chs. NR 153 and NR 154, Wis. Adm. Code. Repayment of cost sharing received is not required if the governmental unit (grantee) determines a BMP is rendered ineffective due to circumstances beyond the landowner/operator's control [see s. NR 153.22(8), Wis. Adm. Code].
 - b. Adopting or changing any land use, practice or management which defeats the purpose of any BMP covered by the cost-share agreement or the runoff management grant agreement.
 - c. Changing land use or management on the entire property described in this agreement which may cause sources of pollution which were adequately managed at the time this agreement was signed, including compliance with the performance standards under ch. NR 151, Wis. Adm. Code, to produce a significant increase in pollutant loading to surface water or groundwater. If a significant change in land use or management occurs, the landowner shall control the source at his or her own expense or return the full amount of all cost-share payments.
- B 5. Provide the governmental unit (grantee) with copies of invoices, bills, canceled checks and other proof of the costs and expenditures for BMP installation. The landowner/operator waives all rights to cost-share funds where costs and expenditures have not been documented.
- B 6. As required by s. NR 153.22(3)(L), Wis. Adm. Code, amend the cost-share agreement with the governmental unit (grantee) if BMPs are added or deleted and to add or delete BMPs only when the BMPs are consistent with the project grant application submitted under s. NR 153.17, Wis. Adm. Code.
- B 7. Eligibility for state funding is contingent upon the timely payment of child support or maintenance payments. Delinquency in child support or maintenance payments will result in nonpayment of state cost-share funds.

Section C – Governmental Unit (Grantee) Shall:

- C 1. Provide cost sharing to the landowner/operator consistent with Addendum 2, contingent upon the availability of state funds. If funds are not available to install all BMPs, the governmental unit (grantee) shall amend the cost-share agreement with the landowner/operator.
- C 2. Provide for technical assistance for the design of BMPs listed in Addendum 2 of this agreement, and any amendments, unless the landowner/operator provides BMP design which has been approved by the governmental unit (grantee).
- C 3. Make cost-share payments to the landowner/operator after payment is requested and evidence of contractor payment by the landowner/operator has been received, and the governmental unit (grantee) verifies proper BMP installation.
- C 4. Preserve all grant records for a period of 3 years after the lifespan of the longest-maintained BMP. The governmental unit (grantee) shall make these documents available to the Department of Natural Resources upon request.

CSA Number	Typed Name of Landowner/Operator	Initials of Landowner/Operator	Date
YR106	Brian & Jeanine Phillips	B.P. 	06/15/2007

Addendum 2 – Best Management Practice(s), Cost(s) and Installation Schedule

Page 5 of 5

6/15/90

Installation Period	
From (MM/YY)	To (MM/YY)
06/2007	12/2008

Totals

*** The final cost-share amount may be more or less based on actual eligible costs.

Initials of Landowner/Operator	Date
--------------------------------	------

6/15/90

Attachment A.

Brian & Jeanine Phillips
Legal Description of Property

Parcel Numbers: 22807-2912-00020000
 22807-2912-04500000
 22807-2913-00020000

The NW 1/4 of the NE 1/4, Section 29, Township 28 North, Range 7 West, Town of Lafayette, Chippewa County, Wisconsin. EXCEPT that part of the NW 1/4 of the NE 1/4 lying West of the West Branch of Paint Creek, in Section 29, Township 28 North, Range 7 West, Town of Lafayette, Chippewa County, Wisconsin, described as follows: Commencing at the North quarter corner of Section 29; thence South 1° 48' 10" East along the West line of the NE 1/4 298.66 feet to a 1" iron pipe; thence South 77° 25' 46" East 240.00 feet to a 1" iron pipe; thence continuing South 77° 25' 46" East 115 feet more or less to the centerline of a creek; thence Northerly along the centerline of the creek to the North line of the NE 1/4; thence West along the North line of the NE 1/4 to the point of beginning. The North 33 feet of this parcel being subject to use for roadway purposes.

AND

The SW 1/4 of the NE 1/4, Section 29, Township 28 North, Range 7 West, Town of Lafayette, Chippewa County, Wisconsin, Except the South 330 feet thereof.